must say the test laid down in the instant case is of dubious soundness. Here the plaintiffs had no knowledge whatsoever of suspicious circumstances attending the negotiation of the note; and there is clearly no duty to investigate when nothing irregular is known. As to the matter of knowledge of a paper indicating improper practices by the payee, it has been held that knowledge of the shady reputation of the assignor or the financial embarrassment of the maker is not sufficient to necessitate inquiry. *Vaughan v. Brandt,* 21 Ida. 628; *Setzer v. Deal,* 135 N. C. 428; *Baruch v. Buckley,* 151 N. Y. Supp. 853. Then surely the ambiguous statement here did not. The only remaining ground upon which the presence of bad faith could possibly be predicated is the fact of knowledge of an excessive commission for the sale of the note. Authority cited above clearly shows that such a small circumstance is not to be considered bad faith. In this case mere indifference is scarcely made out, but even if it were it would seem that such a test of bad faith would seriously impair the free circulation of negotiable paper.

CARRIERS—LIABILITY FOR BAGGAGE UNACCOMPANIED BY PASSENGER.—Plaintiff purchased a railway ticket for the use of his wife, by virtue of which a trunk was checked for carriage from Memphis to Childress, Texas. Plaintiff and his wife made the trip by automobile. The trunk was never found. Defendant claims he is liable only as a gratuitous bailee, since the plaintiff's wife did not travel upon the same train with the baggage. *Held,* the defendant is liable for the full value of the trunk as a common carrier. *Payne, Agt., v. Boswell et ux.* (Texas, 1922), 241 S. W. 761.

The decision is in accord with the modern view that, in the absence of a special contract, the carrier is liable for the loss of the baggage as a common carrier, where the owner secures passage in good faith, regardless of whether he travels upon the same train or not. Modern means of transport have so changed that the passenger rarely sees his baggage during the journey, and under the checking system there is little reason in requiring him to accompany the baggage for the purpose of identification. *McKibbin v. Wisconsin Central Ry. Co.,* 100 Minn. 270; *Larned v. Central Ry. Co.,* 81 N. J. L. 571, noted in 9 MICH. L. REV. 707; *St. Louis, I. M. & S. Ry. Co. v. DeWitt,* 115 Ark. 578; *Caine v. Cleveland, Cinn., Chicago & St. Louis Ry. Co.,* 217 Mich. 231, noted in 20 MICH. L. REV. 787 and 31 YALE L. J. 664. One view holds the carrier liable as a common carrier, though the purchaser of the ticket upon which the lost baggage was checked never intended to take passage upon the train. The fact that the owner of the baggage does not take advantage of one-half of the dual contract of carriage (passenger and baggage) does not change the carrier from a bailee for hire to a gratuitous bailee. *Alabama Great Southern R. R. v. Knox,* 184 Ala. 485, 49 L. R. A. (N. S.) 411. The older view is that the carrier is a gratuitous bailee if, through no fault of the carrier, the passenger did not accompany the baggage upon the same train. *Collins v. Boston & Maine Ry. Co.,* 10 Cush. (Mass.) 506; HUTCHINSON, CARRIERS, Ed. 3, § 1275; *Marshall v. Pontiac, Oxford & Nor. Ry. Co.,* 126 Mich. 45, 55 L. R. A. 650; *Wood v. Maine Central Ry. Co.,* 98 Maine 98; *Perry v. Seaboard Air Line Ry.,* 171 N. C.

158, noted in 16 COLUM. L. REV. 682; *Midgett v. Eastern Carolina Transport Co.*, 180 N. C. 71, noted in 34 HARV. L. REV. 326. Where the failure of the passenger to accompany the baggage is due to the fault of the carrier, or where the carrier expressly or impliedly consents that it go upon a different train, the common law liability attaches. *Wald v. Pittsburg, Cinn., Chicago & St. Louis Ry.*, 162 Ill. 545; *Toledo, St. Louis & Kansas City Ry. Co. v. Tapp*, 6 Ind. App. 304; *Warner v. Burlington & Mo. River R. R.*, 22 Iowa 166; *Adger v. Blue Ridge Ry.*, 71 S. C. 213. For a full discussion of the merits of the modern view, see 9 MICH. L. REV. 707.

CARRIERS—LIMITATION OF LIABILITY UNDER CUMMINS AMENDMENT.—Contract made by shipper of horses provided that he should assume certain obligations of care with reference to the stock en route, and released the express company "from liability for any delay, injury or loss from any cause whatever, unless caused by the company or by the negligence of its agents or employees." Failing to prove that death of a horse was caused by employee's negligence, the shipper contended that the provisions of a contract limiting liability are inoperative under the Cummins Amendment. *Held*, contract valid. *Chaimson v. American Railway Express Co.* (Wis., 1922), 189 N. W. 529.

The effect of the shipper's contention would be to make the carrier an absolute insurer, and, as stated in the instant case, this was clearly not intended by the Cummins Amendment. The qualifying words "caused by it" prevent such an interpretation, especially in view of the construction placed upon that phrase as used in the Carmack Amendment. *Adams Exp. Co. v. Croninger*, 226 U. S. 491. Thus, while the carrier is liable for "full actual loss" caused by it, *C., M. & St. P. Ry. Co. v. McCaull-Dinsmore Co.*, 253 U. S. 97, it may by contract limit that liability to cases where it has been negligent. Previous decisions have held that the shipper may assume the risks of care of the stock and relieve the carrier of all obligations in that respect, *Purity Farms v. Adams Exp. Co.*, 95 N. J. Law 134; and that, if an attendant accompanies the stock under such a contract, the shipper has the burden of proof where negligence is in issue. *Lane v. O. S. L. Ry. Co.*, 34 Ida. 37, 15 A. L. R. 197. The contract in the principal case goes even further in the direction of relieving the carrier of liability for losses of livestock, but the decision is apparently not in conflict with the provisions of the Cummins Amendment or public policy. *Ruebel Bros. v. American Express Co.*, 190 Iowa 600.

CARRIERS OF PASSENGERS—INVITATION TO BOARD TRAIN.—The plaintiff presented herself at defendant's station and purchased a ticket for a train then due. She saw a passenger train stop at substantially the time and place for the train she expected, and, no warning being given, she promptly started to board it, when it started without signal, causing her to be thrown off the steps and injured. This train, although not scheduled to stop, did so in compliance with a danger signal. Verdict for plaintiff, and defendant excepts. *Held*, the facts justify a finding that the plaintiff was a passenger and that there was negligence in starting the train without giving her oppor-